



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

Web: www.sanbag.ca.gov



-
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Administrative Committee Meeting

October 8, 2008

9:00 a.m.

Location

SANBAG

Super Chief Conference Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA

Administrative Committee Membership

Chair – SANBAG Vice President

Mayor Paul Eaton

City of Montclair

SANBAG President

Supervisor Gary Ovitt

County of San Bernardino

SANBAG Past President

Mayor Lawrence Dale

City of Barstow

Mt./Desert Representatives

Mayor Rick Roelle

Town of Apple Valley

Mayor Mike Leonard

City of Hesperia

Supervisor Brad Mitzelfelt

County of San Bernardino

East Valley Representatives

Council Member Bea Cortes

City of Grand Terrace

Mayor Patrick Morris

City of San Bernardino

Supervisor Josie Gonzales

County of San Bernardino

West Valley Representatives

Council Member Gwenn Norton-Perry

City of Chino Hills

Mayor Dennis Yates

City of Chino

Supervisor Paul Biane

County of San Bernardino

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

Administrative Committee Meeting

October 8, 2008

9:00 a.m.

Location: SANBAG, Super Chief Conference Room, 1170 W. 3rd Street, 2nd Floor,
San Bernardino

CALL TO ORDER 9:00 a.m..
(Meeting Chaired by Paul Eaton)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Anna Aldana

Notes/Actions

- 1. Possible Conflict of Interest Issues for the Administrative Committee Meeting October 8, 2008. Pg. 6**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

Administrative Matters

- 2. Attendance Register Pg. 7**
A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.
- 3. Procurement Report for September 2008 Pg. 9**
Receive Monthly Procurement Report. William Stawarski

Discussion Items

Administrative Matters

4. **Receive Investment Update** Pg. 11
 Receive an investment update and discuss any concerns regarding the status of SANBAG's investment portfolio. **William Stawarski**

5. **County of San Bernardino Standard Contract to Provide Payroll Services and other requested accounting services** Pg. 13
 Approve Contract C09101 with the County of San Bernardino to provide payroll services and other requested accounting services through June 30, 2010. The services provided to SANBAG are to be billed through the County-Wide Cost Allocation Plan (COWCAP). **William Stawarski**

6. **Surplus the SANBAG CNG Van to County Surplus** Pg. 21
 Administrative Committee approval to surplus the SANBAG CNG Van to County Surplus. **Duane Baker**

7. **Proposed San Bernardino Associated Governments (SANBAG) 9/80 Alternative Work Schedule** Pg. 23
 1. Approve Policy 10120 - Employee 9/80 Alternative Work Schedule Program
 2. Approve Modifications to Policy 10111 – Work Hours, Leaves, and Absences to incorporation the Alternative Work Schedule. **Duane Baker**

8. **Creation of an Audit Subcommittee** Pg. 44
 1. Approve creation of an Audit Subcommittee; and
 2. Approve the necessary changes to SANBAG Policy Nos. 10000 and 10002 to reflect the purpose and membership of this new Subcommittee. **Duane Baker**

Program Support/Council of Govts.

9. **Van Scoyoc Associates, Inc. (VSA) Contract Amount for Federal Advocacy Services** Pg. 52
 Approve Amendment No. 1 to Contract No. C07075 for federal advocacy services with Van Scoyoc Associates, Inc. (VSA) in the amount of \$10,000 for a not to exceed amount of \$406,000. **Jennifer Franco**

Comments from Committee Members

Public Comment

ADJOURNMENT

Additional Information

Acronym List

Pg. 56

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: October 8, 2008

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
9	C07075-1	Van Scoyoc Associates (Steve Palmer)	None

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X	X	X		X	X	X	X	X			
Robert Christman City of Loma Linda	X	X	X	X	X							
Patrick Morris City of San Bernardino												
Mike Leonard City of Hesperia	X	X	X	X	X	X		X				
Bea Cortes City of Grand Terrace	X	X		X	X	X		X	X			
Lawrence Dale City of Barstow	X	X	X		X	X	X	X	X			
Paul Eaton City of Montclair	X	X		X	X	X	X	X	X			
Josie Gonzales Board of Supervisors			X	X	X	X						
Dennis Hansberger Board of Supervisors	X	X	X			X						
Brad Mitzelfelt Board of Supervisors	X	X		X		X		X	X			
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X	X			
Dennis Yates City of Chino							X	X	X			
Gwenn Norton-Perry City of Chino Hills					X				X			
Rick Roelle Town of Apple Valley	X			X	X	X		X	X			

X = Member attended meeting.

* = Alternate member attended meeting. Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

ADMINISTRATIVE COMMITTEE ATTENDANCE RECORD - 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Biane Board of Supervisors	X	X	X		X	X	X	X				X
Robert Christman City of Loma Linda	X	X		X	X	X	X	X	X	X	X	X
Kevin Cole City of Twentynine Palms	X	X	X	X	X	X	X					
Mike Leonard City of Hesperia											X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X		X	X	X	X		X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair		X		X	X	X	X	X	X	X		X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X				X
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X		X						X		
Gary Ovitt Board of Supervisors	X	X	X	X		X	X		X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X		X	X	X
Rick Roelle Town of Apple Valley	X	X	X		X	X		X	X	X		X

X = Member attended meeting.

* = Alternate member attended meeting. Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: October 8, 2008

Subject: Procurement Report for September 2008

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Administrative Committee for the month of September 2008.

Financial Impact: This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item is scheduled for review by the Administrative Committee on October 8, 2008.

Responsible Staff: William Stawarski, Chief Financial Officer

*Approved
Administrative Committee*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR SEPTEMBER 2008

	Vendor	Purpose	Soie Source Y/N	Amount
P09ABF	Advantage Business Forms	FY 08/09 Blanket Purchase Order for business cards and letterhead	No	6,000.00
P09AMS	Archive Management Service	FY 08/09 Blanket Purchase Order for Storage Services	No	18,000.00
P09COSTCO1	COSTCO Wholesale	FY 08/09 Blanket Purchase Order for meeting supplies	No	5,500.00
P09CR1	Consolidated Reporgraphics	FY 08/09 Blanket Purchase Order for copy/reproduction services	No	25,000.00
P09GC3	Gazzolo's Catering	FY 08/09 Blanket Purchase Order for Board refreshments	No	7,000.00
P09GIPP	Garden Interiors & Party Planners	Fy 08/09 Blanket Purchase Order for plant maintenance	No	5,500.00
P09PP7	Purchase Power	FY 08/09 Blanket Purchase Order for postage meter supplies	No	6,700.00
P09SI	Staples, Inc.	FY 08/09 Blanket Purchase Order for office supplies	No	20,000.00
P09TVDC	TELEDATA Voice & Data Communications	FY 08/09 Blanket Purchase Order for phone equipment and repair	No	10,000.00
P09XEROX	Xerox	FY 08/09 Blanket Purchase Order for copier supplies	No	12,000.00
P09086	Mobility 21	Mobility 21 membership dues	No	10,000.00
P09089	The Bank of New York Mellon	FY 08/09 Blanket Purchase Order for Trustee Services	Yes - This vendor is the established trustee for current agency bond issues	15,120.70
P09AMS	Archive Management Service	FY 08/09 Blanket Purchase Order for the IE Quarterly Economic Report	No	12,000.00
		Total Purchase Orders		\$ 162,820.70

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: October 8, 2008

Subject: Receive Investment Update

Recommendation:* Receive an investment update and discuss any concerns regarding the status of SANBAG's investment portfolio.

Background: This investment update pertains to SANBAG's current investment portfolio, managed by PFM Asset Management, LLC. The current economic downturn and the ensuing turmoil in the financial market are being felt on both a national and state level. This report is to reassure the Board that the situation is being monitored by both the investment advisor and SANBAG staff.

Per an e-mail received on September 26, 2008, PFM offered the following comments: "The purpose of this note is to assure you that portfolios managed by PFM remain strong and stable in the face of these events. No portfolio managed by PFM has investments in Washington Mutual, AIG, or Lehman Brothers. Our conservative investment management approach, having successfully navigated through the crisis of the past year by putting safety and liquidity first, remains in place."

A subsequent conversation with PFM confirmed that they continue to incorporate a stringent credit review process and market review on all the investments managed. As far as SANBAG's portfolio is concerned, no troubled companies are included. The agency's portfolio consists primarily of U.S. Treasury

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

securities and Federal Agency obligations. A small percentage of the portfolio is made up of high-quality short-term commercial paper. PFM will continue to monitor the investments to ensure that the Agency's investment goals are being met. They remain responsive to the questions and concerns of its clients.

Financial Impact: Funding for SANBAG's investment program is consistent with the adopted SANBAG Budget Task No. 94209000.

Reviewed By: This item is scheduled for review by the Administrative Committee on October 8, 2008.

Responsible Staff: William Stawarski, Chief Financial Officer

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: October 8, 2008

Subject: County of San Bernardino Standard Contract to Provide Payroll Services and other requested accounting services

Recommendation:* Approve Contract C09101 with the County of San Bernardino to provide payroll services and other requested accounting services through June 30, 2010. The services provided to SANBAG are to be billed through the County-Wide Cost Allocation Plan (COWCAP).

Background: On September 11, 2007, the County Board of Supervisors approved a contract template with the intention of formalizing the agreements between the County and other self-governed districts, such as SANBAG, to provide accounting and payroll services.

Per discussion with the Auditor/Controller-Recorder's office, it was decided that two contracts are needed. One contract would be between the San Bernardino Transportation Commission and the County of San Bernardino to cover the annual administration fee for the Local Transportation Fund. The second agreement, included with this agenda item, would cover payroll services and other requested accounting services.

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* 0

Witnessed: _____

The attached contract designates the County as SANBAG's payroll agent; ensures that SANBAG maintains a sufficient cash balance to fund its payroll; and allows the County to bill SANBAG for any future payroll system development projects requested.

Financial Impact: The current Auditor/Controller-Recorder costs for FY 2008/2009, per the San Bernardino County COWCAP, are estimated to be \$8,777 and are included in the current Budget, Task Number ISF09 - funding source: Indirect.

Reviewed By: This item is scheduled for review by the Administrative Committee on October 8, 2008. The Contract has been reviewed by SANBAG Legal Counsel.

Responsible Staff: William Stawarski, Chief Financial Officer

SANBAG Contract No. C09101

by and between

County of San Bernardino

and

San Bernardino Associated Governments

for

Provide Payroll Services & Other Requested Accounting Services

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID <u>SBCOACR</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment	
Notes: Co Op Agreement				
Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____			
	Previous Amendments Contingency Total: \$ _____			
Contingency Amount: \$ <u>0</u>	Current Amendment: \$ _____			
	Current Amendment Contingency: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>0</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>11/5/08</u> Contract Start: <u>11/5/08</u> Contract End: <u>Open</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: William Starwarski			Contract Manager: William Starwarski	

Task Manager Signature



Chief Financial Officer Signature

Date

11/1/08

Date

Contract Manager Signature

Date



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department Auditor/Controller-Recorder			Dept. AAA	Orgn. ACR	Contractor's License No.	
Contract Representative Mark Cousineau			Telephone (909) 386-8855		Total Contract Amount \$	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount \$
Amendment Amount \$						
Fund NFY	Dept. 870	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$
Fund NJE	Dept. ACT	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name Accounting Services			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

San Bernardino County Transportation Commission

hereinafter called District

Address

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410-1715

Telephone

(909) 884-8276

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

C09101-ws
ISF09

1. INTRODUCTION

San Bernardino County Transportation Commission (District), the County of San Bernardino (County), and the County of San Bernardino Auditor-Controller/Recorder (ACR) enter into this agreement seeking to formulate and maintain a cooperative working relationship in which County and ACR will provide accounting and payroll services to District.

2. TERM OF THIS AGREEMENT

The term of this agreement is from November 1, 2007 to June 30, 2010.

3. AUDITOR/CONTROLLER-RECORDER (ACR) RESPONSIBILITIES

A. Accounting and auditing services

ACR shall provide District with accounting and auditing services upon request of District. Unless otherwise stated in this agreement, the costs for these services will be based on actual hours worked at the rates contained in the Fee Ordinance as approved by the Board of Supervisors. Any services not addressed in this contract will be performed only upon request and will be charged at the rate contained in the Fee Ordinance. The services requested by District will be billed directly by ACR on an annual, semi-annual, quarterly, or monthly basis.

B. Audited financial statements

District acknowledges that as a separate legal entity from County, District is not included within the audited financial statements of County.

C. Accounts Payable/General and Fund Accounting

ACR will provide the following services to District:

- 1) Allow District to keep its access to County's financial accounting system and reports.
- 2) Process FAS transactions for reimbursement and adjustments to District's payroll fund.

D. Payroll services

ACR shall provide District with payroll services consistent with the level of services provided in the previous year. Examples of services include:

- Issuing standard EMACS reports
- Tax reporting and accounting services as prescribed by the IRS, State Franchise Tax Board, and State Employment Development Department.
- Payroll warrants
- Labor distribution based on input from the District

Payroll services provided shall include all data entry until eTime is available to District, computer systems, central files/document/records retention, verification of data integrity and signature authorization, error corrections, reports, and other processes normally associated with these services, except as provided below. For purposes of this agreement, the phrase "data integrity" means that documents include all the data needed to post documents and that all system codes are complete and valid.

County and ACR will **not** process the District's payroll if District funds in the County Treasury are not sufficient to cover all the payroll costs for the District employees, except as provided in Section 4. District Responsibilities.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

E. EMACS

County and ACR shall provide to District technical and functional support services ("services") necessary to implement pay and/or benefit changes, subject to and conditioned upon the following provisions and limitations:

- 1) Said services shall be provided at the direction of the EMACS team, consisting of the ACR, Human Resources Department and Information Services Department (ISD) staff.
- 2) Requests for services must be received in a timely manner, as provided by the EMACS team, in order to be considered for processing.
- 3) Upon receipt of a request from District for services, the EMACS team shall review the request and shall report to District regarding the ability of the EMACS team to accomplish the requested change and the estimated cost of said services.
- 4) If the EMACS team concludes that the requested change cannot be accomplished because it goes beyond the ability of EMACS to accommodate the desired change, ACR will notify the District and shall have no obligation to pursue the change.
- 5) If the EMACS team concludes that the requested change cannot be accomplished because inadequate lead time exists to effect the change within the specified time frame, ACR shall have no obligation to pursue the change. If District and the EMACS team can agree on a time frame that can be met and will accomplish District's desired interests, then the ACR will effect the change.
- 6) All services provided by the EMACS team to District pursuant to this provision shall be charged on an actual cost basis (actual hours worked), and District agrees to pay the costs of each change so requested. If, during any system upgrade, additional EMACS team work is required to maintain or redo any change made for District pursuant to this provision, then District shall pay for that additional work on the same basis on which the original change was accomplished.

Additional programming services for changes not included in the services provided by the EMACS team will be billed separately by ISD.

F. Exclusions

Notwithstanding the previous paragraphs, pursuant to District direction and as a consequence of District transferring accounting information from the County's financial accounting system, District and ACR agree that the following services are not included in this agreement:

- Reviewing, auditing and/or processing:
 - Cash difference replenishments and petty cash replenishments
 - Travel expenditure reimbursement claims and other claims for payment
 - Payments for memberships and registrations
- Providing and maintaining ACR VISA cards
- Issuing County fixed asset tags and related fixed asset reporting
- Detecting and investigating fraud and/or cash losses
- Developing personnel billing rates/indirect cost rate proposals (ICRPs)

G. Authority

The Auditor/Controller-Recorder of San Bernardino County shall have the right to exercise the County's authority under this contract including the right to give notice of termination on behalf of the county at his sole discretion.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

4. DISTRICT RESPONSIBILITIES

A. Cash Deficit

District agrees that as of the effective date of this contract that any cash deficit resulting from the provision of services under this contract and its predecessor agreements shall be charged interest. The interest rate charged shall be at the same rate as the County applies to funds on deposit with the County, per Government Code Section 23010.

B. Employer Identification Numbers

- 1) District is required to provide its Federal Employer Identification Number (FEIN) and State Employer Identification Numbers (SEIN) to the ACR for reporting social security, Medicare, unemployment insurance, employment training, State Disability Insurance, and personal income tax withholding.
- 2) District is required to complete Internal Revenue Services Form 2678 appointing County as its tax reporting, depositing, and paying agent.

C. Payroll Services Funding

- 1) Beginning July 1, 2008, District agrees to fully fund its account in the County Treasury for the payment of all payroll costs for District employees. At the Auditor/Controller-Recorder's discretion, any requests for constitutional advances of property tax revenues shall be limited to 85% of anticipated revenues accruing to the District less budgeted payroll costs for the current year.
- 2) District shall maintain 110% of the previous fiscal year's service billing on deposit in the County Treasury. The deposit represents an estimate of the current cost of services plus 10 percent that can be transferred to the County for the cost of services provided under this contract on order of the Board of Supervisors or their designee, without formality of a claim and warrant, per Government Code Section 23008 and 23009.

D. Cost of Services

- 1) District will reimburse ACR for services provided. Rates per unit of service will be adjusted annually to the County's State of California approved County-Wide Cost Allocation Plan. Rates for FY 2007-08 are listed below.
 - i. **\$0.80** per Accounts Payable transaction line;
 - ii. **\$6.22** per Payroll warrant; and
 - iii. **\$0.24** per Fund Accounting transaction line.
- 2) District shall reimburse ACR for any requested EMACS services on an actual cost basis (actual hours worked), and District agrees to pay the costs of each change so requested.

E. Indemnification

The District agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from District's negligent acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

5. TERMINATION OF SERVICES

A. Termination by ACR

ACR may give written notice to District that ACR will no longer provide a specific service. ACR shall cooperate with District to ensure that a vital service provided by ACR is available from an alternate source before services are terminated. The notice shall be given at least 90 days prior to service termination.

B. Termination by District

District may give notice to ACR that District will no longer use a specific ACR service. The notice shall be given at least 90 days prior to service termination.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers.

COUNTY OF SAN BERNARDINO
AUDITOR/CONTROLLER-RECORDER

► _____
Larry Walker, for County of San Bernardino

Dated: _____

► _____
Larry Walker, Auditor/Controller-Recorder

Dated: _____

San Bernardino Associated Governments
(Print or type name of district)

By ► _____
(Authorized signature - sign in blue ink)

Name Gary C. Ovitt
(Print or type name of person signing contract)

Title SANBAG President
(Print or Type)

Dated: _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: October 8, 2008

Subject: Surplus the SANBAG CNG Van to County Surplus

Recommendation:* Administrative Committee approval to surplus the SANBAG CNG Van to County Surplus.

Background: SANBAG purchased a 1996 Plymouth Voyager CNG Van on June 28, 1996 for \$29,509.49 and is now ready to surplus the van to County Surplus. The odometer reading is currently 59,351 and the van is in fair condition. This van is in excess to the needs of the Agency and should be disposed of in accordance with SANBAG Policy 10300.

Financial Impact: According to the Kelley Blue Book Trade In Pricing Report, the van is in fair condition and has a value of \$1,010. Any funds generated by the sale of the van will be returned to SANBAG.

*Approved
Administrative Committee*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Administrative Committee Agenda Item
October 8, 2008
Page 2

Vehicle Highlights

Mileage: 59,351
Engine: V6 3.0 Liter
Transmission: Automatic
Drivetrain: FWD

Selected Equipment

Standard

Second Sliding Door Air Conditioning AM/FM Stereo
5 Passenger Power Steering Dual Front Air Bags

Change Equipment

Blue Book Trade-In Value

Trade-in Value is what consumers can expect to receive from a dealer for a trade-in vehicle assuming an accurate appraisal of condition. This value will likely be less than the Private Party Value because the reselling dealer incurs the cost of safety inspections, reconditioning and other costs of doing business.

Vehicle Condition Ratings

Check Vehicle Title History

Excellent

GOOD

\$1,600

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.

Good

GOOD

\$1,385

- Free of any major defects.
- Clean title history, the paint, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer owned vehicles fall into this category.

Fair

GOOD

\$1,010

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

Poor

GOOD

N/A

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

* California 9/22/2008

Kelley - Trade In Pricing Report

Reviewed By: This item will be reviewed by the Administrative Committee on October 8, 2008.

Responsible Staff: Duane Baker, Director of Management Services

AGENDA ITEM: 7

Date: October 8, 2008

Subject: Proposed San Bernardino Associated Governments (SANBAG) 9/80 Alternative Work Schedule

Recommendation: 1. Approve Policy 10120 - Employee 9/80 Alternative Work Schedule Program
2. Approve Modifications to Policy 10111 – Work Hours, Leaves, and Absences to incorporation the Alternative Work Schedule.

Background: The San Bernardino Associated Governments (SANBAG) is in a competitive environment for attracting and retaining employees. In an effort to improve employee recruitment, retention and morale while maintaining our services to our customers, SANBAG proposes starting a 9/80 Alternative Work Schedule program to offer to all eligible SANBAG employees.

The program has been crafted with extensive consideration for and by consulting with SANBAG member jurisdictions. Only two of the SANBAG member agencies do not have an alternative work program of their own.

SANBAG's proposed program would allow employees to complete their required number of scheduled working hours in fewer days per pay period, as compared to a conventional work schedule. The program is structured to allow employees to start each workday between 7:00 to 8:00 a.m., to complete the workday between

Approved
Administrative Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

ADM0810b-DAB.doc
Attachments:
SANBAG Policy 10120
SANBAG Policy 10111 (Amended)
ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 2

5:00 to 6:00 p.m. and work no less than nine workdays during a pay period and no more than nine hours in a day. Each employee's schedule must have prior written approval by his/her Supervisor and the Executive Director. Consideration must be provided to assure that there is adequate coverage on every Friday, which is the designated flex day (participating employees will be off on alternate Fridays). As a result of this policy, SANBAG offices will continue to remain open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding designated holidays.

Attached is the proposed policy No. 10120 along with an agreement that would be signed by each employee and approved by the Executive Director. In addition, attached is an amended version of Policy No. 10111 that is SANBAG's existing policy on work hours, leaves and absences. The amendments in Policy No. 10111 incorporate the Alternative Work Schedule. Alternative Work Schedules have been recognized as a great assistance in employee recruitment and retention but have also helped improve traffic congestion and air quality.

Financial Impact: This item has no impact to the FY 2008/2009 Budget. Task Number ISF09.

Reviewed By: This item will be discussed at the Administrative Committee at its October 8, 2008, meeting. The item and policy has been reviewed by Legal Counsel.

Responsible Staff: Duane A. Baker, Director Management Services

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 3

San Bernardino Associated Governments	Policy	10120
Adopted by the Board of Directors	Month Day, Year	Revised
		Draft 9/19/08
9/80 Alternative Work Schedules	Revision No.	0 New
Table of Contents		
Purpose Authorization References Definitions Policy Eligibility Requirements and Procedures Responsibilities Revision History		

I. PURPOSE

The purpose of this policy is to establish a 9/80 Alternative Work Schedule (AWS) which allows employees to complete their required number of scheduled working hours in fewer days per pay period than a conventional work schedule within limits set by SANBAG Management. The conventional work schedule remains as the standard work schedule.

II. AUTHORIZATION

The Executive Director is authorized to implement and interpret this policy on behalf of SANBAG. SANBAG will comply with applicable Fair Labor Standards Act (FLSA) requirements and all applicable California laws related to employee work hours and compensation.

III. REFERENCES

Policy 10111, Work Hours, Leaves, and Absences
Procedure 10111, Work Hours, Leaves and Absences
Policy 10109, Overtime Pay/Compensatory Time Off
Form 82, 9/80 Alternative Work Schedule Agreement

IV. DEFINITIONS

Exempt and Non-Exempt Employees: Defined in Policy 10111.

Flex Day: One day off per pay period available to employees on an AWS. Pursuant to this policy, the Flex Day will always be a Friday.

Lunch Break: Described in Policy 10111.

Pay Period: The pay period begins at 12:01 a.m. on Saturday and ends at midnight on Friday two weeks later. The pay period is different from the workweek for an employee on an AWS, whose workweek may span two pay periods.

Work Schedule – 9/80 Alternative: The AWS shall consist of eight (8) workdays of nine (9) hours and one, workday of eight (8) hours for a total of eighty (80) hours during two consecutive workweeks. As a result, the employee earns one 8-hour day off per pay period for working eight 9-hour days and one 8-hour day. The 8-hour day is the Friday worked opposite the Friday Flex Day off.

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Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Work Week: Under the Fair Labor Standards Act (FLSA), the workweek is defined as, "a fixed and regularly recurring period of seven consecutive 24-hour periods (168 hours)." When an employee is assigned an AWS, the workweek begins on the employee's eight (8) hour day (Friday) at exactly four (4) hours after the scheduled start time (12:00 p.m.) and ends 168 hours later, at the same time and on the same day during the following week. A work week is not a pay period.

Workday: For a full time, regular employee on the 9/80 alternative work schedule, the workday starts between 7:00 a.m. and 8:00 a.m. and ends between 5:00 p.m. and 6:00 p.m., Monday through Thursday and from 8:00 a.m. until 5:00 p.m. on Friday, excluding flex days and holidays.

V. POLICY

A. Alternative Work Schedule Offer

SANBAG elects to offer an Alternative Work Schedule (AWS) to its workforce. Alternative Work Schedules are recognized as assisting in employee recruitment and retention, and have secondary benefits in reducing traffic congestion and air pollution.

In addition to the conventional work schedule, SANBAG allows a 9/80 AWS at the discretion of the Executive Director and based on business necessity and schedule justification. Any work week schedule change will be administered in accordance with FLSA requirements.

The 9/80 AWS is not an employee right and may be revoked, canceled or modified for SANBAG as a whole or for individual employees, for any reason whatsoever, at the discretion of the Executive Director.

The 9/80 AWS is voluntary for employees. However, the employee must meet the SANBAG eligibility requirements described in paragraph V. before being granted the 9/80 AWS.

B. 9/80 Work Schedule

A 9/80 AWS allows employees to start each Monday through Thursday workday between 7:00 to 8:00 a.m., to complete the work day between 5:00 to 6:00 p.m. and to start alternating Fridays at 8:00 a.m. and end at 5:00 p.m. and to work no less than nine (9) workdays during a pay period and no more than nine (9) hours in a day.

Each employee's schedule must have prior written approval by his/her supervisor and the Executive Director. In addition, Non-Exempt Staff schedules must also be approved by the Clerk of the Board/Administrative Assistant. As a result of this policy, SANBAG offices will continue to remain open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding designated holidays.

Supervisors may recommend a 9/80 AWS for their employees in accordance with the needs of the workgroup and SANBAG, for approval by the Executive Director. Once the schedule is established, it shall remain fixed and may only be changed with prior written approval. Day-to-day flexibility in arrival and departure times shall only be permitted on an exception basis with approval from the Executive Director or her designee.

C. Participation Based on SANBAG Operational Needs

Although each employee is eligible and encouraged to participate in the program, it is understood that, because of operational needs of SANBAG, this may not be possible. The Executive Director has the right to determine which employees will participate in the program and to make changes to the 9/80 AWS as required.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 5

Due to the size of SANBAG and the nature of the work performed, certain core periods must have coverage. SANBAG Management reserves the right to prescribe schedules for certain operations in order to assure this coverage.

Adequate coverage in all workgroups and SANBAG shall be maintained and cross training of employees may be required to provide backup support. Supervisors shall ensure that a designated staff member in each workgroup is assigned to provide coverage at SANBAG during core time or hours.

D. 9/80 Alternative Work Schedule Agreement, Form 82

Employees who agree to the 9/80 AWS shall adhere to the guidelines contained in the 9/80 AWS Agreement, sign the Agreement, receive prior written recommendation from his/her Supervisor, and if applicable, the Clerk of the Board/Administrative Assistant and approval from the Executive Director. The 9/80 AWS will begin on Mondays of a full pay period.

VI. ELIGIBILITY REQUIREMENTS AND PROCEDURES

A. Eligibility

Eligible individuals are SANBAG employees in regular full-time positions. Eligible employees will be required to complete the 9/80 AWS Agreement, receive recommendation by his/her supervisor, and seek approval from the Executive Director.

1. Non-Exempt Staff Support Staff

The 9/80 AWS Agreement also requires recommendation from the Clerk of the Board/Administrative Assistant.

2. Participation Denial

The supervisor or the Executive Director may deny an employee's participation in a 9/80 AWS for any reason, including, but not limited to work standards, poor attendance history or overall SANBAG needs.

B. Administration

The SANBAG Executive Director may establish rules for administering the 9/80 AWS. Employees are required to adhere to all policies and rules to maintain eligibility. The Executive Director may revoke privileges at any time.

C. Holiday

When a holiday occurs on a nine-hour day, the employee may either use an hour of earned leave time or may work an additional hour during the work week (not the pay period) in which the holiday falls, subject to approval by the employee's supervisor.

VII. RESPONSIBILITIES

A. Directors

1. Are responsible for ensuring adherence to the established policy and procedures
2. Are responsible for ensuring that a necessary compliment of staff are on site during the core time.

B. Employees

1. Shall report accurate work and non-work hours
2. Must assume responsibility for the required coverage and plan
3. Shall organize their time to meet the requirements of the 9/80 AWS Agreement
4. Must participate in the resolution of conflicts between job and personal time requirements.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 6

C. Supervisors

1. Supervisors shall identify critical functions and tasks and associated coverage requirements of schedules for completion of work assignments.
2. Supervisors shall coordinate non-exempt staff schedules with the Clerk of the Board/Administrative Assistant.
3. Supervisors shall assure that policy and operating guidelines are understood and are being met within the work unit.

VIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	mm/dd/yyyy

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

San Bernardino Associated Governments

9/80 Alternative Work Schedule Agreement

SANBAG elects to offer regular, full-time employees, the option of a conventional Work Schedule (8 hours per day) or a 9/80 Alternative Work Schedule (AWS). The 9/80 AWS is optional and employees are not required to participate. Every employee's schedule shall be documented as to which schedule has been approved (either a conventional or 9/80 AWS). Should there be any discrepancy between Policy 10120 and this 9/80 AWS Agreement, the Policy shall prevail over this Agreement.

Conditions of the 9/80 AWS Agreement:

1. The 9/80 AWS is a privilege and is granted at the discretion of the Executive Director. The Executive Director may terminate or modify the 9/80 AWS at any time for any reason whatsoever.
2. Employees must start each workday between 7:00 to 8:00 a.m. and complete the work day between 5:00 to 6:00 p.m. The remainder of the work days in any given pay period shall contain eight days at nine working hours per day, and the Friday work day at eight hours, equaling 80 hours.
3. Any changes to the schedule, whether temporary or permanent, must receive prior written recommendation from the Supervisor and approval from the Executive Director.
4. An unpaid 60-minute lunch break is required during each day worked.
5. Participating employees in the 9/80 AWS must choose a fixed Friday Flex Day, either the first Friday or the second Friday of the pay period and this day will be selected during the approval of the schedule.
6. Friday Flex Days are fixed and cannot be changed or swapped due to a holiday, vacation or a more desired day off. Friday Flex Days may not be accumulated or carried over past the pay period in which they are earned. Non-Exempt employees whose Friday Flex Days are canceled because of SANBAG needs, shall be accommodated pursuant to SANBAG Policy 10109, Compensatory Time Off/Overtime Pay. Exempt employees, whose Friday Flex Days are canceled because of SANBAG needs, shall take their Flex Day on another day within the pay period, with prior approval from their Supervisor.
7. 9/80 AWSs are subject to temporary adjustments in both days and hours of work to meet Work Group or SANBAG needs caused by Staff shortages and/or workload changes. When an employee is required to work on his/her Friday Flex Day off, he/she will seek Supervisor approval prior to the change in Flex Day to determine the substitute Flex Day within that pay period.
8. A promotion or change in job assignment will require a new 9/80 AWS Agreement. If it conflicts with the needs of the workgroup or unit to which the employee is assigned.
9. 9/80 AWS may require employees to support other work units or work positions during the workweek. Employees must reciprocate with other employees in the Work group in sharing extra responsibilities on Friday Flex Days off. An employee's assignment or project that is due on the employee's designated Friday Flex Day shall be turned in by the end of the workday preceding the day off. Employees shall inform their Supervisors of specific projects or activities that need special attention during their absence.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 8

10. On paid assigned holidays, employees receive eight (8) hours of holiday time. When a paid assigned holiday falls on a regular work day, then one (1) hour of time must be accounted for during the workweek in which the holiday falls. With Supervisory approval, employees may use accrued leave time (with the exception of sick leave) or work an additional hour during the workweek in which the holiday falls to make up the time.
11. Any employee whose regularly scheduled Friday Flex Day off falls on a paid assigned holiday, the employee shall be credited with vacation leave hours equivalent to one-tenth of an hour for each hour compensated during the biweekly work period not to exceed eight (8) hours of vacation leave for each holiday. For example, when a holiday falls on the Friday Flex Day off of employees on a 9/80 AWS, they will receive 8 hours credited to their vacation bank.
12. For each full vacation or sick day taken during the 9/80 AWS (that is not the regularly scheduled Friday Flex Day), employees will charge nine (9) hours of vacation or sick time on the day taken.

Form 82 9/08

13. Continuation of this 9/80 AWS Agreement is subject to an employee's satisfactory attendance, work performance, adherence to all conditions that are part of this 9/80 AWS Agreement and SANBAG Policy 10120, and the ability to meet standards in effectively completing work requirements. This Agreement may be revoked, terminated or modified for any reason whatsoever including but not limited to the failure to abide by the 9/80 AWS Agreement conditions, excessive absenteeism and/or poor work performance, or overall SANBAG needs. Upon revocation, termination or modification of this AWS Agreement, the employee shall be notified one pay period prior to changes.
14. Employees may request in writing to terminate this 9/80 AWS Agreement at any time for any cause by advising their Supervisor and the Executive Director. The termination must be implemented at the beginning of a pay period as approved by the Executive Director.

☐ I wish to work a 9/80 AWS. My work hours will be _____ a.m. to _____ p.m. and my Flex Day will be the (circle one) FIRST or SECOND Friday of the pay period. This schedule will take effect on the pay period which begins with Monday _____.

I agree to comply with the conditions stated above and with SANBAG Policy 10220.

Submitted by:

Employee's Name (Printed)	Date
Employee's Signature	Date

Approved by Executive Staff Member (Senior Staff)

☐ Yes ☐ No

Supervisor's Name (Printed)	Date
Supervisor's Signature	Date

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Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item
October 8, 2008
Page 9

Recommended by Clerk of the Board/Administrative Assistant
(Non-Exempt Support Staff Only)

☐ Yes ☐ No

Signature	Date
-----------	------

Approved by the Executive Director

☐ Yes ☐ No

Signature	Date
-----------	------

Form 82 9/08

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Attachments:
SANBAG Policy 10120
SANBAG Policy 10111 (Amended)
ISF09

San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	Draft 9/19/08
Work Hours, Leaves, and Absences	Revision No.	10
Table of Contents Purpose Authorization References Definitions Work Standards Vacation Leave Sick Leave Medical Emergency Leave Administrative Leave Holiday Leave Pregnancy Disability Leave Family Medical Leave Blood Donor Leave Jury Duty and Witness Leave Military Leave Special Leave Unauthorized Absence Revision History		

I. PURPOSE

The purpose of this policy is to establish standards for working hours, leaves, and absences.

II. AUTHORIZATION

The Executive Director is authorized to implement and interpret this policy on behalf of the agency. The agency will follow all current Fair Labor Standards Act and all applicable California laws related to employee work hours and compensation.

III. REFERENCES

Policy 10107, Compensation Administration
Policy 10110, Employment Status and Classification
Policy 10112, Retirement Medical Trust Fund

Policy 10120, Employee 9/80 Alternative Work Schedule Program

Policy 10122-1, Flexible Benefit Plan

IV. DEFINITIONS

Note: Refer to Policy 10110 for definitions of exempt, non-exempt, regular, and temporary employees.

Administrative Leave: Administrative leave is leave of absence with pay earned as a condition of employment as a regular exempt employee and is granted to compensate for additional hours worked.

California Family Rights Act (CFRA): State act governing employees right of unpaid leave of absence for illness of the employee or immediate family member or birth of new member of the employee's family.

Fair Labor Standards Act (FLSA): The Federal law that contains minimum wage provisions, Equal Pay Act, child labor law restrictions, and a variety of other federal labor and employment law sections. A key provision of the Act is that an employer must pay or compensate non-exempt employees one and one-half times for all overtime worked.

Family Medical Leave Act (FMLA): The Federal law governing employees right of unpaid leave of absence to bond with new child, care for an immediate family member with a serious health condition, or to obtain treatment and otherwise recover from an employee's own serious health condition. The FMLA also guarantees continuance

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Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

of health care benefits during FMLA leave, if health care coverage is a benefit granted to the employee. The Act also guarantees return to work status to the employee to the same or similar position.

Immediate Family Members: Defined as a relative of the employee to include the spouse, children (adopted, step, or legal guardian), grandchildren, mother, father, grandparents, brother, sister, and mother- and father-in-law.

Medical Emergency Leave: Authorized absence from duty with pay due to emergency or catastrophic health conditions funded by donation of sick leave from other SANBAG employees.

Military Leave: Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, inactive duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

Normal Workday: The normal 8-hour workday for full time, regular employees not on an Alternative Work Schedule (AWS) will begin at 8:00 a.m. and end at 5:00 p.m., Monday through Friday, excluding holidays. (Refer to Policy 10120 for workday requirements for 9/80 AWS).

Pregnancy Disability Leave (PDL): Leave for delivery or recovery from pregnancy as defined by the Fair Employment and Housing Act. PDL is a right of employees regardless of time or status of employment. PDL also guarantees return to work status for the employee to the same or similar position.

Rest Periods: A time when the employee is still at work but relieved of duty for a paid ten-minute break for each four-hour period worked.

Sick Leave: An authorized absence from duty by an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a contagious disease, or for medical, dental, or optical appointments for themselves or their immediate family members who need the employees assistance.

Vacation Leave: Vacation leave is a right, earned as a condition of employment as a regular employee, to leave of absence with pay for the recreation and well being of the employee.

Work Week: A 40-hour time period, Monday through Friday, excluding holidays.

(Refer to Policy 10120 for the definition of Workday and Work Week for 9/80 AWS).

V. WORK STANDARDS, WORK SCHEDULES, BREAK AND LUNCH PERIODS

A. Work Standards

1. ~~Regular Employees. The normal workday for regular, full time, SANBAG employees will begin at 8:00 a.m. and end at 5:00 p.m., Monday through Friday, excluding holidays. The Executive Director is authorized to modify the established workday as deemed appropriate to accommodate special circumstances. The supervisor determines the workday for regular part-time employees.~~

- a. ~~Work hours will be accurately documented on a daily basis on employee timesheets to ensure they reflect the hours that were actually worked. Each~~

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Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

employee is responsible for documenting actual hours worked on his/her timesheet, on a daily basis.

b. Supervisors must consider minimum staffing requirements of the agency when approving leaves or absences for any employee.

2. **Temporary Employees.** Temporary employees are assigned a schedule by their supervisor that best suits the situation for which they were hired. Temporary employee work hours may fluctuate based on workload and project schedules and will be assigned a work schedule to meet the needs of the agency. Work performed as overtime or compensatory time by temporary employees will be paid according to the Fair Labor Standards Act and State labor laws.

B. Work Schedule Requirements

1. **Exempt Employees.** Exempt employees are required to account for a minimum of 80 hours per pay period (including leave hours used as sick, vacation, administrative, or holiday leave). It is expected that SANBAG exempt employees will work, on the average, more than ~~40 hours per workweek~~ **80 hours per pay period**. Exempt employees may, subject to provisions of this policy, adjust their normal workday to accommodate work requirements, external demands, and travel schedules. Exempt employees may also be asked to modify their schedule, delay their vacation, or work extra hours to ensure the office is manned when circumstances warrant the additional work time.

2. **Non-Exempt Employees.** Non-exempt employee schedules may be changed to meet agency needs.

~~Non-exempt employee work hours beyond the normal workday will be approved by their supervisor and work performed as overtime or compensatory time will be paid according to the Fair Labor Standards Act.~~

Any work performed beyond the normal workday as overtime or compensatory time requires approval by the supervisor and will be paid according to the Fair Labor Standards Act.

Employees earning compensatory time must use this accrual prior to taking vacation leave.

- C. **Break and Lunch Periods.** All employees are afforded lunch and break periods. Non-exempt employees scheduled to work six or more hours in a workday will be scheduled for a one-hour lunch period, for which wages will not be paid. Supervisors may reduce the lunch period to less than one hour, but no less than 30-minutes, due to workload demands. Each non-exempt employee scheduled to work for at least four hours is entitled to a 10-minute break for every four hours worked. Overtime will be calculated to include the 10-minute break but will not be calculated to include a lunch period.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked.

Vacation Leave, Table 1

Length of Service from Benefit Date	Annual Vacation Allowance	Maximum Unused Balance Allowed
	Full Time	Full Time
- From start of hire through year four - Pay periods 1 to 104	80 hours	160 hours
- From year five through year 9 - Pay periods 104 to 234	120 hours	240 hours
- Greater than nine years - Pay periods over 234	160 hours	320 hours

A. Vacation leave accrues from first day of hire but is not available for use by employee until three months after hire or upon completion of a probationary period (if applicable), at the discretion of the supervisor.

B. All accrued vacation leave will be paid upon retirement, separation, or death of the employee.

C. Employees that are terminated, resign, separate, or retire from service shall not be allowed to use vacation leave to extend their employment past the last date of work, unless approved by the Executive Director.

D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with the SANBAG for the purpose of establishing vacation accrual rate.

E. Excess vacation leave may be converted to cash. The minimum amount of vacation leave that can be converted to cash is 40 hours.

1. Employees wishing to convert vacation leave to cash must state in writing (using the "Leave Cash-Out Election Agreement" form for the upcoming calendar year) to Finance the total amount of vacation hours being converted prior to December 31st of each calendar year.
2. A ten percent penalty on leave cash-outs will be imposed for any cash-out that is not irrevocably elected in the prior calendar year. This requirement is mandated by the Internal Revenue Code.
3. An employee may convert vacation leave to cash on a quarterly basis provided that a minimum of 40 hours for regular full-time employees or half the annual accrual for part-time employees of vacation leave has been used during the previous 12 months.
4. Only vacation leave accrued in the current calendar year is eligible to be converted to cash without penalty.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

VII. SICK LEAVE

A. Sick leave is granted to regular employees and may be used for:

- Physical or mental illness.
- Injury; pregnancy.
- Medical, optical and dental appointments during working hours.
- Bereavement due to the death of an immediate family member.

Sick leave is intended to be used for illnesses that affect the employee's ability to perform their duties or to attend medical appointments. Sick leave may also be used because the employee's presence is needed to attend to an illness, injury, or medical, optical, and dental appointment of the employee's immediate family.

Sick leave is not intended to be used for taking time off, to be an earned right to time off from work, or for the convenience of resting for the day. It is the responsibility of supervisors to ensure employees use sick leave for its intended purpose.

B. Sick Leave Accrual: Employees in regular full-time positions accrue 96 hours of sick leave per year. Employees in regular part-time positions accrue sick leave at a pro rated amount. There is no limit on sick leave accumulation. Sick leave accrues from first day of hire and is available for immediate use for valid reasons as identified in par. VII.A.

C. Unused Sick Leave

1. Converting Unused Sick Leave to Vacation: Employees who have accrued in excess of 500 hours of sick leave may convert the unused portion of sick leave in excess of 500 hours to vacation leave, on the basis of 50 percent, that is, two hours of sick leave for one hour of vacation leave.
2. Payout of Unused Sick Leave Upon Retirement, Separation, or Death: Refer to Policy 10112.
3. Unless approved by the Executive Director and SANBAG President or Vice President, employees who resign, separate, retire from service, or are terminated, will not be allowed to use sick leave to extend their employment past the last date of work.
4. An employee must present to his/her supervisor a "back to work" letter from the doctor when he/she has been sick and has been absent from work and on sick leave for more than five workdays (40 sick leave hours), has been exposed to a communicable disease, or has been hospitalized. In such instances and at the discretion of the Executive Director, the employee may be required to undergo an examination by a doctor designated by SANBAG prior to resuming work to determine the medical and physical fitness of the employee to perform the duties of the position. These requirements ensure that the employee is well enough to return to work and to perform his/her normally assigned duties.
5. When an employee is absent from work due to a family illness, death, or other reason not related to the employee's own health and on sick leave for more than three workdays (more than 24 sick leave hours), the employee must provide a valid form of authorization to his/her supervisor with the reason for absence and the use of sick leave. Examples of valid forms of authorization are a doctor's note explaining why the employee's presence was required for an immediate family member's illness, documentation of the illness or death of an immediate family member, etc.

6. An employee with a limited duty notice from his/her doctor must provide the doctor's notice to his/her supervisor on the first day back to work for possible reassignment from normal duties.
7. In lieu of Worker's Compensation benefits and sick leave, employees receive full salary for the first authorized 40 hours off work following an occupational injury or illness. Thereafter, accumulated sick or other types of leave may be used to supplement temporary disability compensation amounts.

VIII. MEDICAL EMERGENCY LEAVE

A. This policy allows employees to donate sick leave to another employee, under prescribed circumstances. Medical Emergency Leave is allowable for emergency or catastrophic health conditions associated with eligible sick leave as specified in paragraphs VII.A & B.

B. Medical Emergency Leave provides for authorized absence with pay for emergency or catastrophic health conditions funded by donations of sick leave from employees to another employee.

1. Employees may, on a strictly voluntary and confidential basis, make an irrevocable pledge of sick leave to another employee approved for Medical Emergency Leave. Sick leave pledged by a donor will remain in the donor's balance until such time as it is used by the recipient. Unused pledges will be retained by the donor.
2. Donor employees may pledge up to 40 hours per fiscal year provided a minimum balance of 80 sick leave hours is maintained.
3. Sick leave may be pledged and used in increments of no less than 4 hours.

C. Emergency Medical Leave shall be approved by the Executive Director, or his designee. An employee shall meet the following conditions to be considered eligible for approval of Medical Emergency Leave. The employee shall:

1. Have regular employment status for 2080 continuous service hours.
2. Have exhausted all available leave balances; i.e., sick, vacation, compensatory, and administrative leave.
3. Produce a valid form of authorization related to the medical condition which requires sustained or repeated absences from duty, such as a doctor's note, documentation of illness, etc.

D. An employee receiving workers' compensation benefits is not eligible for Medical Emergency Leave. An employee eligible for disability insurance and/or short term disability must agree to integrate these benefits with sick leave donations.

E. The cumulative Medical Emergency Leave pledged to any one employee shall not exceed 500 hours, except as authorized by the Executive Director.

F. Medical Emergency Leave may only to be used for the medical situation for which Medical Emergency Leave was approved.

G. Hours pledged for Medical Emergency Leave shall be contributed at the donor's hourly base salary rate and be converted to the recipient's hourly base salary rate. The employee receiving Medical Emergency Leave donations will be taxed accordingly.

H. The recipient of Medical Emergency Leave is not eligible for receipt of any accruals such as vacation, sick, holiday, administrative leave or retirement credit related to time taken as medical emergency leave.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 16

I. Names of donors, recipients, and associated information will be maintained in strict confidence and privacy rights will be upheld. Procedures relative to solicitation and administration will be established by the Executive Director.

J. Privileges granted under Medical Emergency leave will be revoked at such time as the health condition for which Medical Emergency Leave was approved ceases to exist, as determined by the Executive Director.

IX. ADMINISTRATIVE LEAVE

Exempt employees shall accrue 40 hours of administrative leave annually to compensate for additional hours worked throughout the year. A maximum of twice the annual award of administrative leave may be accrued by exempt personnel. This leave is separate from and in addition to any vacation or holiday leave granted to exempt employees. Staff employed as exempt employees prior to July 1, 1980, shall be awarded 80 hours of administrative leave annually.

Cash out of administrative leave is subject to the same cash out restrictions as for vacation leave – see par. VI.

X. HOLIDAY LEAVE

Regular employees are eligible for holiday leave. Part-time employees will be granted a pro-rated amount for holiday leave per holiday. Holiday leave is intended to allow SANBAG employees the opportunity to celebrate holidays. Authorized SANBAG holidays are expected to be taken on the day they are scheduled.

A. Holiday leave may not be cashed out.

B. Holidays falling on Saturday or Sunday shall be observed on the respective Friday or Monday as established by SANBAG. Holidays occurring during vacation shall be charged as holiday leave. Employees in regular positions shall be entitled to the following days as holiday leave:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Columbus Day - Second Monday in October
- Veterans Day - November 11
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve - December 24
- Christmas Day - December 25
- New Years Eve - December 31

XI. PREGNANCY DISABILITY LEAVE

SANBAG employees who are temporarily disabled due to pregnancy, childbirth, or related medical conditions shall be eligible for Pregnancy Disability Leave (PDL) totaling up to four months in accordance with state law. There is no minimum time of employment to take this type of leave.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 17

The employee may elect to utilize accrued sick, vacation, or other leave or to take PDL without pay. On an approved PDL, SANBAG will continue to pay for benefits on an unpaid PDL for up to six pay periods. Refer to Policy 10122-1.

The employee is required to provide the immediate supervisor with a written notice that states the beginning date and estimated duration of the leave, at least five workdays prior to the start of a pregnancy disability leave, unless the commencement of leave was not foreseeable.

In addition, the employee is required to notify the immediate supervisor of the actual date of return to work, at least five workdays prior to returning to work. An employee who returns to work within the four-month pregnancy disability leave shall be reinstated in the same or in a similar job.

XII. FAMILY MEDICAL LEAVE

SANBAG employees employed for at least 12 months and who have worked 1,250 hours preceding the requested leave are eligible for unpaid leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). In calculating hours worked for the purposes of FMLA, only service hours are used (refer to Policy 10107 for definition of service hours).

A. Family leave under the CFRA may be taken in addition to PDL. An employee may take a maximum of four months under PDL plus an additional 12 weeks under CFRA, if the circumstances meet the criteria for both leaves. Refer to Policy 10122-1 for continuance of benefits.

B. FMLA, CFRA, or PDL leave can be provided on a paid basis if the employee has available leave balances to use for such leave time. An employee is expected to use sick, vacation, administrative, or holiday leave in lieu of unpaid leave, if their leave balance is positive in any one or more of these areas.

C. Only the time actually taken as FMLA, CFRA, and/or PDL leave may be charged against the employee's maximum FMLA leave as it applies to the year.

D. For non-exempt employees working less than 40 hours per week, the FMLA/CFRA leave entitlement is calculated on a pro rated or proportional basis.

E. The employee must provide as much notification as possible when requesting FMLA/CFRA leave. The employee must inform the supervisor, in writing, of the intention of taking FMLA/CFRA leave, identifying the reason, length of leave, and projected return to work date. Verification, such as a written letter from a doctor for the reason and the duration of the FMLA leave, must be provided to the employee's supervisor prior to or immediately after FMLA leave is taken.

F. Employees are entitled to return to their same or similar position when returning from FMLA leave, unless the employee would have been subject to a layoff, staff reduction, or other situation that would have occurred even if the employee had not taken FMLA leave.

XIII. BLOOD DONOR LEAVE

With prior approval from the immediate supervisor, employees in regular positions may receive up to two hours off with pay for whole blood donations or four hours off for plasma (apheresis) donations.

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

XIV. JURY DUTY AND WITNESS LEAVE

Regular employees who are ordered to serve on jury duty receive their base pay for those hours of absence from work, provided the employee waives fees for jury duty service, other than mileage. Employees will provide Finance a "Jury Duty Certification" form at the end of the required jury duty to verify the service. Regular employees who are subpoenaed to testify as a witness are entitled to a paid leave of absence for the appearance when the subpoena is associated with employment at SANBAG. Any witness fee received by the employee must be turned over to SANBAG.

XV. MILITARY LEAVE

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Service Employment and Reemployment Rights Act of 1994, a SANBAG employee, regular or extra-help, may be entitled to the following rights concerning military leave:

A. Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.

B. Temporary Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, administrative, holiday, and sick leave, and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by SANBAG for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his or her regular salary or compensation, pursuant to section D.

C. Active Duty. Employees who resign from position to serve the Armed Forces for more than one hundred eighty (180) days shall have a right to return to former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such status as the employee would have if the employee had not so resigned.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U. S. C. §§ 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, administrative leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 19

system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, administrative leave, sick leave, or other benefit while absent from SANBAG employment, except as provided in the temporary duty provision.

D. Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in sections B and C. shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

XVI. SPECIAL LEAVE OF ABSENCE WITHOUT PAY

Upon written request by the employee and at the discretion and approval by the Executive Director, a regular employee may be granted a leave of absence without pay. Special leave is subject to the needs of the agency.

A. Reasons for Special Leave of Absence:

1. Medically incapacitated to perform assigned duties.
2. Complete a relevant course of study that will enhance their value as an employee.
3. For any reason considered appropriate by the Executive Director.

B. Employees taking a special leave of absence for reasons other than Pregnancy Disability Leave, Family Medical Leave, or California Rights Act Leave may be granted the right to return to their current position, but will be required to compensate the agency for costs related to continuance of their benefit plan during the absence. Refer to Policy 10122-1.

XVII. UNAUTHORIZED ABSENCE

Unauthorized absence from work is considered cause for dismissal. Absence from work without permission for three consecutive days will be considered an automatic resignation.

XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/03/91
1	- Added definitions to provide specific citation of State and Federal requirements, as well as to provide clarity for those interpreting SANBAG personnel policies. - Authorized the SANBAG Executive Director to interpret SANBAG policies to handle administrative interpretations.	03/01/00

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item
October 8, 2008
Page 20

	<ul style="list-style-type: none"> - Provided more specificity with respect to regular, part-time, and temporary employee work hours. Authorized the Executive Director to modify the established workday, as necessary. Expanded on the reporting of hours worked to reflect daily, actual hours worked and consideration of minimum agency requirements. Clarified differences between exempt and non-exempt work standards, as well as requirements related to payment of overtime and compensatory time off. Eliminated paid vacation, holiday, and sic from time worked for purposes of calculating overtime, as provided in the Fair Labor Standards Act. - Added provisions for part-time employee vacation accrual rates. Incorporated Internal Revenue Service requirements relative to declaration of cash outs and imposition of penalties. - Eliminated the ability to allocate Administrative Leave to the Cafeteria Plan. - Established holiday accrual rates for part-time employees. Eliminated the ability to cash out holiday time and established an expectation that holidays will be taken on the date specified. - Provided specific standards for use of sick leave, return to work orders, and examinations. Specified sick leave accrual rates for part-time employees. - Expanded the explanation of pregnancy disability, family medical, blood donor, jury duty, and military leaves to provide a better general description and references for those interpreting SANBAG personnel policies. - Expanded language to provide clarity for leave of absence and unauthorized absence. 	
2	<ul style="list-style-type: none"> - Par. II. AUTHORIZATION: Moved from par. IV into its own paragraph. - Par. III. REFERENCES: Added reference to Policy 10110, Employment Status and Classification. - Par. IV. DEFINITIONS: Removed definitions for exempt, non-exempt, regular, and temporary employees since those terms are now defined in Policy 10110, where the terms properly belong. - Par. VIII. ADMINISTRATIVE LEAVE: Revised to change "A maximum of 80 hours of administrative leave may be accrued." to "A maximum of twice the annual award of administrative leave may be accrued." Also changed the cash out of administrative leave to be the same as for vacation leave. - Formatting changes made throughout policy to convert policy into current SANBAG policy format. 	04/03/02
3	<p>Par. IV: Added Medical Emergency Leave definition.</p> <p>Par. VIII: Added new paragraph on Medical Emergency. Re-numbered subsequent paragraphs.</p>	09/04/02
4	<p>Par. III. REFERENCES: Added Policy 10122-1, Flexible Benefit Plan.</p> <p>Par. XI, second paragraph: Added reference to Policy 10122-1.</p> <p>Par. XII.A: Added reference to Policy 10122-1.</p> <p>Par. XVI.B: Added reference to Policy 10122-1.</p>	01/05/05

ADM0810b-DAB.doc

Attachments:

SANBAG Policy 10120

SANBAG Policy 10111 (Amended)

ISF09

Administrative Committee Agenda Item
October 8, 2008
Page 21

5	<p>Par. XI: Modified maximum pregnancy disability leave for eligible employees from 123 calendar days to four months in accordance with State law; corrected an error in the amount of time SANBAG will continue benefits for unpaid Pregnancy Disability Leave for up to six pay periods, rather than six weeks; requires written notice five days in advance of pregnancy disability leave, unless the commencement of leave was not foreseeable."</p> <p>Par. XVI.B: Edited to add "...for reasons other than Pregnancy Disability Leave, Family Medical Leave, or California Family Rights leave..."</p>	09/07/05
6	<p>Par. IV: Added definition for Military Leave.</p> <p>Par. XV. MILITARY LEAVE: Revised to reflect the USERRA (Uniformed Services Employment and Reemployment Rights Act) military leave benefits revised in December 2005.</p>	06/07/06
7	<p>Par. VI.A: Revised from "whichever is later" to "at the discretion of the supervisor". Note: Revised Policy 10110, Employment Status and Classification was approved by the Board on 6/4/03 to extend the probationary period from 1040 service hours to 2080 service hours. The change to this Policy 10111 enables the supervisor to allow a new employee to take vacation before the probationary period ends.</p>	09/13/06
8	<p>Par. III: Added Policy 10112, Retirement Medical Trust Fund</p> <p>Par VII.C.2: Revised to refer to Policy 0112, Retirement Medical Trust Fund – payout of unused sick leave upon retirement, separation, or death is now in Policy 10112.</p>	08/01/07
9	<p>Administrative change to correct minor error to the definition of Military Leave in par. IV. Is: Military leave is defined ... active duty for training, initial active duty for training (weekend drills), ... duty. Should be: Military leave is defined ... active duty for training, inactive duty for training (weekend drills), ... duty,</p>	08/27/08
10	<p>Policy Title: Changed from Work Hours, Leaves, and Absences to Work Requirements, Leaves, and Absences.</p> <p>Par. I: Changed purpose from "... establish standards for working hours ..." to "... establish standards for work requirements..."</p> <p>Par. III: Added reference to Policy 10120, Employee Work Schedules.</p> <p>Par. IV: Revised Workday and Work Week definitions by referring to Policy 10120.</p> <p>Par. V.A.1: Deleted the first sentence on the normal workday.</p> <p>Par. V.A.1.a: Revised for clarity – changed from passive to active voice to emphasize employee responsibility.</p> <p>Par. V.B: Revised paragraph heading from "Work Schedule" to "Work Requirements".</p> <p>Par. V.B.1: Revised "SANBAG exempt employees will work, on the average, more than 40 hours per workweek..." to ... more than 80 hours per pay period..." due to 9/80 work schedule.</p> <p>Par. V.B.2: Revised second sentence for clarity.</p> <p>Par. VI.D: Added second paragraph for clarification of vacation accrual rates for employees credited with prior public service.</p>	

ADM0810b-DAB.doc
Attachments:
SANBAG Policy 10120
SANBAG Policy 10111 (Amended)
ISF09

Minute Action

AGENDA ITEM: 8

Date: October 8, 2008

Subject: Creation of an Audit Subcommittee

Recommendation:*

1. Approve creation of an Audit Subcommittee; and
2. Approve the necessary changes to SANBAG Policy Nos. 10000 and 10002 to reflect the purpose and membership of this new Subcommittee.

Background: The creation of an Audit Subcommittee of the Administrative Committee would strengthen the financial oversight function of the Board and is a recognized best practice in local government. The purpose of the Audit Subcommittee would be to provide direct contact between representatives of the Board of Directors, SANBAG staff and the independent auditor. The Audit Subcommittee would meet with the auditor before they begin the annual audit, be available to meet with the auditor during the audit process if necessary, and would meet with the auditor after their initial review of the organization to ask questions and comment on the preliminary audit findings.

Approved
Administrative Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ADM0810c-dab
Attachments:
SANBAG Policy No. 10000
SANBAG Policy No. 10002
ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 2

It is recommended that the Audit Subcommittee be comprised of the SANBAG Board Officers. Additional SANBAG Board Members may also be appointed annually to serve on the Audit Subcommittee at the discretion of the Board President.

It is further recommended that Policy No. 10000 be amended to reflect the creation and purpose of this Subcommittee. Policy No. 10002 should also be amended to reflect the composition of the Subcommittee members.

Financial Impact: This item has no financial impact.

Reviewed By: This item will be reviewed by the Administrative Committee on October 8, 2008.

Responsible Staff: Duane A. Baker, Director of Management Services

ADM0810c-dab

Attachments:

SANBAG Policy No. 10000

SANBAG Policy No. 10002

ISF09

San Bernardino Associated Governments	Policy	10000
Adopted by the Board of Directors March 1, 1989	Revised	10/1/08
Policy Committee Relationships & Procedures	Revision No.	10

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents
Purpose Definitions Policy Determining Quorum Procedures Revision History

I. PURPOSE

The purpose of this policy is to establish the relationships and procedures by which SANBAG Policy Committees operate.

II. REFERENCES

Policy 10005, SANBAG Board and Policy Committees – Meeting Dates and Times
Policy 11000, Contracting and Procurement Policy

III. POLICY

The SANBAG Board of Directors provides for involvement of all county supervisors and representatives from each of the cities within the County. The size of the Board, however, makes it extremely difficult to engage in detailed discussions of the varied issues which may come forward on any one agenda. The standing policy committees shall be created to provide opportunities for more thorough discussion and understanding of issues in particular functional or geographic areas.

A. Commuter Rail Committee

The responsibility of the Commuter Rail Committee shall be to:

- Provide policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.

B. Administrative Committee

The responsibilities of the Administrative Committee shall be to:

- Provide general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organizational integrity;
- Provide policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization. ; and
- Serve as policy review committee for any program area which lacks active policy committee oversight.

ADM0810c-dab
Attachments:
SANBAG Policy No. 10000
SANBAG Policy No. 10002
ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 4

- **Audit Subcommittee of the Administrative Committee**

The responsibilities of the Audit Subcommittee shall be to:

- Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.
- Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.

The Administrative Committee shall have the authority to approve expenditures of up to \$25,000 with Board of Directors ratification to follow. Refer to Policy 11000, Contracting and Procurement Policy.

C. Major Projects Committee

The responsibility of the Major Projects Committee shall be to:

- Provide policy guidance and recommendations to the SANBAG Board of Directors on issues related to the Measure I Major Projects in the Valley.

D. Mountain/Desert Committee

The responsibility of the Mountain/Desert Committee shall be to:

- Provide ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee shall also meet in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.

E. Plans and Programs Committee

The responsibilities of the Plans & Programs Committee shall be to provide ongoing policy level oversight for:

- The countywide Comprehensive Transportation Plan and input into the revisions of the Regional Transportation Plan;
- Congestion Management Program (CMP) revisions, policies relative to Deficiency plans, state and federal funding and programming requirement and related issues;
- Programs to implement or coordinate subregional or local transportation control measures; and
- Programming issues related to the CMP Capital Improvement Program, the Regional Transportation Improvement Program (RTIP) and air quality conformity.

The Plans & Programs Committee shall have the authority to approve expenditures of up to \$25,000 with Board of Directors ratification to follow. Refer to Policy 11000, Contracting and Procurement Policy.

IV. DETERMINING QUORUM

A quorum shall be required for SANBAG Policy Committees to conduct business. In the absence of a quorum, committees may act as a committee of the whole for the purpose of discussing issues and making informal recommendations.

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County representatives shall be counted as one for the purpose of establishing a quorum.

Example: The Plans and Programs Committee is composed of nine city members and five members of the Board of Supervisors. Under this policy, all five members of the Board of Supervisors count as one for purposes of a quorum, making the quorum six members.

ADM0810c-dab

Attachments:

SANBAG Policy No. 10000

SANBAG Policy No. 10002

ISF09

V. PROCEDURES

1. Agenda materials shall indicate which policy and/or technical committees have reviewed the items and will contain any specific recommendations of committees.
2. It shall be the standard practice for all items to come before a SANBAG Policy Committee prior to placement on the Board of Directors agenda.
3. The SANBAG Policy Committee may consider and make recommendations on any items coming before the committee. The SANBAG Policy Committee may recommend approval, denial, or a modification of the staff recommendation.
4. All recommendations coming before the Board of Directors shall contain the SANBAG Policy Committee recommendation.
5. The Board of Directors shall make the final determination on all recommendations presented by committees.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	
1	Added Section III.B: Admin. Committee	03/01/89
2	Added Section III.C: Major Projects	12/06/89
3	Added Section III.D: Mountain/Desert Committee	01/02/91
4	Added Section III.E: Plans and Programs	06/05/91
5	Added Section V: Procedures	09/07/94
6	Added Section IV: Determining Quorum	02/03/93
7	Changed name from Task Force to Committee.	02/05/97
		08/05/98
8	Added the following to Par. III.E: "The Plans and Programs Committee shall have the authority to approve expenditures of up to \$25,000 with Board of Directors ratification to follow", which was approved by the SANBAG Board on July 5, 2000 for Policy 11000 but was never incorporated into this policy. Added links to Policy 11000.	06/13/03
9	Added par. VI; Revision History changed to par. VII.	01/05/05
10	Revised Par. II: Changed DEFINITIONS to REFERENCES and added Policy 10005. Deleted Par. VI. CANCELLATIONS AND CHANGES. New Policy 10005 establishes the protocols for adjusting major meeting dates and times involving members of the SANBAG Board of Directors	01/09/08

San Bernardino Associated Governments	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	10/1/08
SANBAG Policy Committee Membership	Revision No.	5

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents
Purpose Definitions Membership Structure Membership Composition Methods of Appointment Membership Terms Member Absences Revision History

I. PURPOSE

The SANBAG Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SANBAG programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. DEFINITIONS (None)

III. MEMBERSHIP STRUCTURE

Due to funding sources and the geographic nature of issues under their purview, the membership of three policy committees (Major Projects, Mountain Desert, and Commuter Rail) shall be limited by geographic area. The two remaining policy committees (Administrative and Plans & Programs) shall be structured to insure balance participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of SANBAG Board Members representing jurisdictions within the Mountain/Desert subregion. However, meetings and agendas of the Mountain/Desert Policy Committee and the Mountain/Desert Measure I Committee are combined, and the Mountain/Desert Measure I Committee members shall be appointed by the governing bodies of local jurisdictions.

Administrative Committee Agenda Item

October 8, 2008

Page 7

IV. MEMBERSHIP COMPOSITION

Membership on SANBAG policy committees shall consist of members of the SANBAG Board of Directors.

Administrative Policy Committee

- SANBAG President
- Vice President
- Immediate Past President
- 3 East Valley members (2 City, 1 County)
- 3 West Valley members (2 City, 1 County)
- 3 Mountain/Desert members (2 City, 1 County)

Audit Subcommittee

- SANBAG President
- Vice President
- Immediate Past President
- Additional SANBAG Board Member may be appointed annually at the discretion of the Board President

City members shall be SANBAG Board members elected by caucus of city SANBAG Board members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.

Commuter Rail Policy Committee

9 Valley members, 4 of whom shall be the Southern California Regional Rail Authority primary and alternate members representing SANBAG and 5 Valley members appointed by the SANBAG President.

Major Projects Policy Committee

- All SANBAG Board members representing jurisdictions in San Bernardino Valley.

Mountain/Desert Policy Committee

- All SANBAG Board members representing jurisdictions in Mountain/Desert.

Plans & Programs Policy Committee

- 3 West Valley City SANBAG Board Members
- 3 East Valley City SANBAG Board Members
- 3 Mountain/Desert City SANBAG Board Members
- All County Supervisors

City members shall be elected by caucus of city SANBAG Board members within the subarea.

INTERCOMMITTEE COORDINATION: A COMMITTEE OF THE SANBAG BOARD OF DIRECTORS SHALL BE ESTABLISHED TO COORDINATE THE WORK OF THE POLICY COMMITTEES AND TO REPORT TO THE BOARD OF DIRECTORS ON A REGULAR BASIS.

V. METHODS OF APPOINTMENT

The city membership of the Administrative and Plans & Programs policy committees shall be elected by caucus of the city representatives on the SANBAG Board of Directors. The SANBAG President is authorized to appoint the membership of Commuter Rail Policy Committee. The membership of the Mountain/Desert and Major Projects policy committees shall be specified as all SANBAG Board Members who represent areas within the

ADM0810c-dab

Attachments:

SANBAG Policy No. 10000

SANBAG Policy No. 10002

ISF09

Administrative Committee Agenda Item

October 8, 2008

Page 8

Mountain/Desert and Valley subregion respectively. At the discretion of the SANBAG President other members of the Board may be appointed annually to the Audit Subcommittee.

VI. MEMBERSHIP TERMS

Appointed and elected membership on the SANBAG Administrative, Commuter Rail, and Plans & Programs policy committees shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31. Memberships on the Major Projects and Mountain/Desert policy committees are for the term as members of the SANBAG Board of Directors.

There are no maximum numbers of terms for any individual member.

VII. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which insures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested SANBAG Board members to participate on SANBAG Policy Committees in the case of absences.

1. Regular participation in SANBAG Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.
2. SANBAG staff shall notify the SANBAG President in the event that any one SANBAG Policy Committee member is absent from three consecutive Policy Committee meetings.
3. Upon notification by SANBAG staff, the SANBAG President or designee shall contact the Policy Committee member to discuss the record of absences.
4. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the SANBAG President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

VIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06

ADM0810c-dab

Attachments:

SANBAG Policy No. 10000

SANBAG Policy No. 10002

ISF09

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: October 8, 2008

Subject: Van Scoyoc Associates, Inc. (VSA) Contract Amount for Federal Advocacy Services

Recommendation: Approve Amendment No. 1 to Contract No. C07075 for federal advocacy services with Van Scoyoc Associates, Inc. (VSA) in the amount of \$10,000 for a not to exceed amount of \$406,000.

Background: This is an amendment to an existing contract. The original contract with Van Scoyoc Associates (VSA) for federal advocacy services was entered into on January 10, 2007, and contained very specific terms regarding travel. This amendment seeks authorization to modify these terms of the original contract and increase the contract amount by \$10,000 to provide for costs associated with travel for the remaining term of the contract.

The current contract authority allows for a monthly retainer fee of \$8,000, plus reimbursable expenses not to exceed \$3,000 annually. The scope of work dictated that our federal advocate visit the region up to three times per year. As such, our federal advocate has made regular visits to SANBAG and attended last year's City/County Conference to gain more insight of the region's needs. Additionally, SANBAG has increased its advocacy efforts since the inception of this contract, requiring greater coordination with other advocates, thereby increasing reimbursable meeting expenses. An increase and modification to travel provisions is needed for the following reasons:

*Approved
Administrative Committee*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Administrative Committee Agenda Item

October 8, 2008

Page 2

- Travel Expenses are greater than originally expected
- Greater flexibility is needed for travel throughout the contract term, at the discretion of the Director of Intergovernmental and Legislative Affairs, to meet the fluctuating needs of SANBAG
- Increased travel expenses are anticipated as the cost of jet fuel increases
- Needs of SANBAG will be better met if contract provides for an increased travel budget over the term of the contract to reflect the increased cost of airline travel

The amendment to the contract will maintain the monthly retainer fee of \$8,000, plus reimbursable expenses, however the payment of reimbursable expenses will read as, "in an amount not to exceed \$22,000 for the term of the contract" instead of "\$3,000 annually." All other terms of this agreement will remain in effect.

Financial Impact: The increased contract amount for the remaining to year term of this contract is \$10,000 for a total not to exceed amount of \$406,000 and is consistent with the adopted 2008/2009 fiscal year budget. TN50309000.

Reviewed By: This item is scheduled for review by the Administrative Committee on October 8, 2008. County Counsel has reviewed amendment as to form.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

DRAFT**SANBAG Contract No. C07075-1**

by and between

San Bernardino Associated Governments

and

Van Scoyoc Associates, Inc.

for

Federal Advocacy Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C07075</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: \$148,500 has already been expended based on current contract authority.

Original Contract:	\$ <u>396,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ <u>10,000</u>
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 406,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
50307000	5553	MI Valley Major Project	_____	\$ <u>364,000</u>
50307000	5553	MI Mt./Desert Admin	_____	\$ <u>32,000</u>
50309000	5553	MI Valley Major Project	_____	\$ <u>8,000</u>
50309000	5553	MI Mt./Desert Admin	_____	\$ <u>2,000</u>

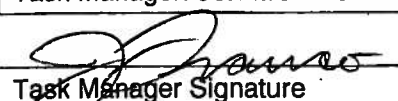
Original Board Approved Contract Date: 1/10/07 Contract Start: 1/10/07 Contract End: 1231/10
 New Amend. Approval (Board) Date: 11/8/08 Amend. Start: 6/1/08 Amend. End: 1231/10

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>0809</u> \$ <u>103,500</u>	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ <u>154,000</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 50309000
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**
☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local
Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %Task Manager: **Jennifer Franco**Contract Manager: **Jennifer Franco**

Task Manager Signature:  Date: 10/2/08 Contract Manager Signature: _____ Date: _____

Chief Financial Officer Signature Date

Filename: C07075-1

AMENDMENT NO. 1
TO CONTRACT C07075

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
VAN SCOYOC ASSOCIATES, INC.

This Amendment #1 to Contract C07075 is entered into this 5th day of November 2008, between San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Van Scoyoc Associates, Inc. (VSA) referred to herein as "CONTRACTOR,"

WITNESSETH:

WHEREAS, SANBAG has previously engaged CONTRACTOR to provide federal advocacy services for SANBAG; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract regarding reimbursable expenses for CONTRACTOR to perform the agreed upon work;

NOW THEREFORE, SANBAG and CONTRACTOR mutually agree to amend the Contract as follows:

1. The first sentence of SECTION VI is amended to read:

"SANBAG shall pay CONTRACTOR the sum of \$8,000.00 per month commencing on January 1, 2007, plus chargeable expenses not to exceed \$22,000 during the term of the Contract. "
2. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

SMITH, WATTS & CO.

Gary C. Ovitt
President

Steve Palmer
Partner

Date _____

Date _____

APPROVED AS TO LEGAL FORM

Jean-Rene Basle, SANBAG Counsel

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents,
San Bernardino Associated Governments
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,
multi-modal transportation system
- Strengthen economic development
efforts
- Exert leadership in creative problem
solving

To successfully accomplish this mission,
SANBAG will foster enhanced relationships
among all of its stakeholders while adding
to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996